

REQUEST FOR PROPOSAL
BOSSIER PARISH COMMUNITY COLLEGE
To Lease Facilities
For The Operation of the College Bookstore



RFP No: 40003-10140

Proposal due Date and Time:

March 29, 2010

2:00 P.M. CST

BOSSIER PARISH COMMUNITY COLLEGE
PURCHASING

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GENERAL INFORMATION

OVERVIEW

Bossier Parish Community College (BPCC) requests proposals from qualified contractors via this Request for Proposal (RFP No. 40003-10140) to lease and operate facilities under Louisiana Revised Statute 17:3361(A), and who will commit adequate capital improvements to facilitate those operations commensurate with the College's plans.

INTRODUCTION

The mission of Bossier Parish Community College is to provide instruction and service to its community. This mission is accomplished through courses and programs that provide sound academic education, broad career and workforce training, continuing education and varied community services through flexible instructional delivery systems. The College provides a wholesome, ethical, and intellectually stimulating environment in which diverse students develop their academic and workforce skills to compete in a technological society. BPCC is committed to offering associate degree programs, one and two year occupational certificate programs and specialized career training. BPCC delivers education and training/retraining through technical programs, workforce development, and community education and non-credit courses to serve citizen, business and industry needs. BPCC provides opportunities to earn academic college credits for articulation to other institutions of higher learning as well as providing developmental studies and remedial programs that enable students to acquire basic skills.

STATUS OF THE OPERATION

The College's bookstore has been self-operated since its inception.

INSTRUCTIONS TO PROPOSERS

PURPOSE

This Request for Proposal (RFP No. 40003-10140) sets forth requirements and criteria of Bossier Parish Community College (BPCC). The contents of this RFP and the Proposer/Lessee proposal response shall become contractual obligations if a contract ensues.

GOVERNING REGULATIONS

This solicitation is performed in conjunction with Louisiana Revised Statute 17:3361(A) to a qualified proposer for the operation of the bookstore on the College's campus. The RFP No. 40003-10140, proposal response, and any resulting lease shall be governed under the laws of the State of Louisiana.

QUALIFICATION OF PROPOSER

The College reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Proposer to perform the services. The Proposer shall furnish all information and data for this purpose as the College may request. The unreasonable failure of any Proposer to promptly supply information in connection with an inquiry may be grounds for non-responsibility. The College will be the sole judge as to the qualifications of each proposer.

PROPOSAL COST INCURRED

This solicitation does not commit the College to award a lease and the College shall not be responsible for any costs incurred by any Proposer in the preparation of any proposal.

PROPOSER INQUIRIES

No negotiations, decisions or actions shall be executed by any Proposer as a result of any oral discussion with any state employee. Only those transactions which are in writing, signed by the Director of Purchasing in addendum form, shall be considered as valid. Telephone inquiries are discouraged.

Specific inquiries or questions pertaining to RFP No. 40003-10140 administrative requirements MUST be submitted in writing in accordance with the dates specified on page 5 of this RFP and faxed, mailed, emailed, or delivered to the Director of Purchasing. Inquiries concerning RFP performance requirements shall be submitted writing in accordance with the dates specified on page 5 of this RFP and faxed, mailed, emailed to the Director of Purchasing.

Inquiries shall be in written form and signed by the inquirer, and received no later than the time and date designated herein. Answers to inquiries that change or substantially clarify the RFP shall be issued in the form of addendum to all known to have received a complete set of documents.

DEFINITIONS

- A. Shall – The term “Shall” denotes mandatory requirements per R.S. 39:1556 (21).
- B. May – The term “may” denotes an advisory or permissible action.
- C. Should – The term “should” denote desirable.
- D. Contractor – Any person having a contract with a governmental body.
- E. State – The State of Louisiana
- F. Discussions – For the purpose of the RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- G. BPCC – Bossier Parish Communication College –State of Louisiana
- H. College – Bossier Parish Community College

Schedule of Events

	Date	Time (CST)
RFP posted to LaPac	March 3, 2010	
Deadline to receive written inquiries	March 17, 2010	2:00 P.M.
Deadline to answer written inquiries	March 23, 2010	2:00 P.M.
Proposal Due Date and Time	March 29, 2010	2:00 P.M.
Oral Discussions with proposers, if applicable	April 1, 2010	10:00 A.M.
Notice of Intent to Award to be mailed	April 9, 2010	
Contract Initiation	April 16, 2010	

NOTE: BPCC reserves the right to deviate from these dates

PROPOSAL SUBMITTAL

This RFP is available in electronic form at the LaPAC website <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to:

Gayle Doucet
Director of Purchasing
Bossier Parish Community
6220 East Texas Street
Building J
Bossier City, LA 71111
Phone: 318-678-6298

All proposals shall be received by the Director of Purchasing no later than the date and time shown in the Schedule of Events.

Important – Clearly mark outside of envelope, box or package with the following information and format:

Proposal Name: LEASE FACILITIES FOR THE OPERATION OF THE COLLEGE BOOKSTORE
RFP NO. 40003-10140
Proposal due Date and Time: March 29, 2010 @ 2:00 P.M., CST

Proposals may be mailed through the U.S. Postal Service to our address at:

Gayle Doucet
Director of Purchasing
Bossier Parish Community College
Building J
6220 East Texas Street
Bossier City, LA 71111

Proposals may be delivered by hand or courier service to our physical location at:

Gayle Doucet
Director of Purchasing
Bossier Parish Community College
Building J
6220 East Texas Street
Bossier City, LA 71111

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. BPCC is not responsible for any delays caused by the proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal due date and time shall result in rejection of the proposal.

THERE IS NO PUBLIC OPENING. PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

PROPOSAL RESPONSE FORM

Evidence of authority to submit the Proposal shall be required in accordance with LSA-R.S. 38:2212(A)(1)(c) and/or R.S. 39:1594(c). All proposals shall include the proposal response forms provided in the RFP. The proposal response form for signature must be properly signed in blue ink by an officer of the proposing entity authorized to sign the proposal.

BPCC “reserves the right to reject any and all Proposals and to waive informalities therein.”

NUMBER OF COPIES

The Proposer shall submit one (1) originally signed proposal response. **THE ENTIRE RFP SHALL BE RETURNED WITH THE PROPOSAL RESPONSE.**

PROPOSAL DUE DATE

In accordance with the provisions of Louisiana’s Revised Statutes formal proposals/proposals and any addenda thereto, received at the address stipulated after the time specified for proposal opening will not be considered, whether delayed in the mail or for any other causes whatsoever. If a proposal is delayed by actions of BPCC and this delay prejudices a vendor, then BPCC will cancel the solicitation. In no case, will late proposals be accepted.

Proposals may be withdrawn by the Proposer upon written or fax request PRIOR to the designated time for return of proposals. If a proposer withdraws a proposal, all proposal documents shall remain the property of the state, unless return is requested in writing. Withdrawal notification must be by signature and received by the BPCC Purchasing Department prior to the designated deadline for return of proposals.

PROPOSALS BINDING

All proposals shall be binding for a minimum of (60) calendar days and shall not be withdrawn after the specified return date.

PROPOSAL GUARANTEE

In accordance with the provisions included in Chapter 5 Section 523(A) of the State Purchasing Guidelines, each Proposer shall furnish a proposal guarantee in the form of a bond from a surety licensed to conduct business in the State of Louisiana and it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding

companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide. A proposal deposit in the form of a certified check or cashier's check made payable to Bossier Parish Community College may be submitted in lieu of a bond. The proposal guarantee shall be in the amount of \$25,000.

The guarantee shall be subject to forfeiture on the part of the Lessee for failure to: (a) satisfy any proposal requirements, or (b) provide any required performance guarantees or insurance verifications, or (c) execute the Lease within the time stipulated after official notification is made by the College.

The College maintains the right to retain the proposal guarantee of all Proposers until either (a) the selected Proposer has satisfied all requirements of RPF No. 40003-10140 and a Lease has been executed, or (b) all proposals have been rejected. Only proposal guarantees in check form will be returned to Proposers.

PERFORMANCE AND PAYMENT BOND

In accordance with the provisions included in Chapter 5 Section 523(B) of the State Purchasing Guidelines, the College shall require the Lessee to furnish a Performance and Payment Bond in the amount of the agreed upon minimum annual guarantee made payable to Bossier Parish Community College. The performance and payment bond shall automatically be extended annually by the surety or insurance company.

The surety or insurance company furnishing the performance and payment guarantee shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide. The bonds shall secure for the College the prompt and faithful performance of the Proposer in strict accordance with the Lease.

CORRECTION OF MISTAKES

Erasures, write-over's, corrections or other changes in the proposal are to be initialed by the Proposer. Failure to do so may result in rejection of the proposal without further consideration.

ADDENDA MODIFYING INVITATION FOR PROPOSAL

Addenda modifying invitation to RPF # 40003-10140 will not be issued within a period of three working days prior to the advertised time for proposal opening, excluding Saturdays, Sundays or any other legal holiday. If the necessity arises to issue an addendum modifying an invitation for proposal within the three working days period prior to the advertised time for the opening of proposals, then the opening of proposals will be extended exactly one week. Addenda shall be sent to all prospective proposers known to have received an invitation to respond to RFP # 40003-10140.

REJECTION OF PROPOSALS

The College reserves the right to reject any and all proposals, and to waive any informality. Incomplete, illegible, partial, or informal proposals may be rejected.

PROPOSAL CONFIDENTIALITY

In accordance with the provisions of L.S.A-R.S. 44:1 all proposals shall become a matter of public record. Any information considered confidential shall not be included in the proposal response. Except as otherwise permitted under the lease, the College will use at least the same standard of care to maintain the confidentiality of the Proposer's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information.

CERTIFICATE OF AUTHORITY

All Proposers shall furnish a photocopy of the company's authority to transact business in the State of Louisiana pursuant to L.S.A-R.S. 12:301. If Proposer does not presently possess such Certificate of Authority, then the Proposer should with urgency contact the Louisiana Secretary of State Corporations Division (225-925-4704) regarding application. The application process may take several weeks to secure the required Certificate and time is of the essence.

LEASE NEGOTIATIONS

The College may enter into negotiations with one (1) or more Proposers in an effort to arrive at an award determination. The resulting lease shall be based on the submitted proposal and the negotiations concerning it. Should negotiations stall between the College and the first selected Proposer, the College reserves the right to terminate negotiations with first selected Proposer and begin negotiations with the second selected Proposer. The College reserves the right to continue with the third then fourth selected Proposer if negotiations stall with the previously selected Proposers.

The determination of when negotiations between the College and a selected Proposer have stalled, negotiations to be discontinued with such Proposer, and begun with another Proposer, are at the sole determination and discretion of the College.

All information presented by any vendor during negotiations shall be treated as confidential information until negotiations have ceased. If a lease results from negotiations the information, unless determined to be confidential, will be covered by the provisions of L.S.A.-R.S. 44:1, Louisiana's Public Records law. If a lease does not result from negotiations, BPCC will decide whether to cancel the RFP and issue another, continue negotiations with another vendor, or cancel the RFP and continue to operate the Bookstore as part of Auxiliary Services as in prior years.

AWARDS

Awards may not be made to any person, firm, or company in default of any lease. Said person, firm, or company shall be considered non-responsible proposers and may be reinstated and awards made to them only after they have given evidence of good faith and have satisfactorily completed their obligations.

PUBLICIZING AWARDS

Written notice of award shall be sent to the successful Proposer. Each unsuccessful Proposer shall be notified of the award provided they submit a self-addressed envelope with their proposal requesting this information. Notice of award will be made a part of the procurement file.

ACCEPTANCE OF PROPOSAL

Only the mutual agreement which results in a written lease will constitute acceptance on the part of the College. Bossier Parish Community College adheres to the equal opportunity provisions of federal civil rights laws and regulations.

THE LEASE

Goals of the Lease

Bossier Parish Community College has placed the following aspects of the bookstore operation in priority preference:

1. A high quality operation accompanied by high student satisfaction and perceived value.
2. A capital outlay plan for facility renovation and aesthetics with the College in mind.
3. Highly motivated, customer-centered management and work force.
4. A clean, well-managed and responsive bookstore operation which will enhance the College's internal and external public image.
5. A bookstore easily accessible by the general public and alumni.

General Provisions of the Lease

The effective date of the lease will be sometime during the fiscal year 2009-2010 of the College. As a consequence, in accordance with the provisions of LSA-R.S. 17:3361 the term of the lease will be the number of months remaining in the College's current fiscal year from the effective date of the lease plus nine (9) years and terminating on June 30, 2019

1. The Lessee agrees to charge rates competitive and comparable with those in the College bookstore industry.
2. The Lessee agrees to provide bookstore operations consistent with the College Calendar. Deviations from that calendar must be approved by the College.
3. The Lessee agrees to provide employment opportunities for students of the College.
4. The Lessee should appreciate the need for marketing and promoting the bookstore(s) designed for the target market--the entire College community. Related printed, video and/or other materials shall be approved by the College. Proposer shall provide the first 100 days marketing plan for bookstore operation prior to the start of operations.
5. The Lessee will lease the current bookstore space located in Building F from the College. Proposers should discuss their plans in relation to the use of the current Bookstore area.
6. The College reserves the right to "exclusive" status of sales and products on its campus. When such rights are granted, the Lessee shall abide by that agreement.
7. The Lessee will provide access to the bookstore by the students based upon student needs. Hours of operation are to be approved in advance by the College.

GENERAL CONDITIONS

ACCESS TO RECORDS

The Lessee agrees that the College and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Lessee relating solely to this proposal and any resulting lease agreement.

ACCIDENTS

The Lessee agrees that in the event of any accident of any kind and degree, the Lessee will immediately notify the College's Police Department [Telephone (318) 678-6318] and thereafter furnish a full written report of such accident.

ASSIGNMENT

The Lease or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the College. Any attempted assignment under the Lease shall be void and of no effect.

LEASE AGREEMENT

The Lease, and any properly executed amendment thereto, the Request for Proposal, and the Proposer's response shall constitute the entire agreement between the parties and shall supersede all prior agreements or understandings.

The Lease shall not be modified, altered, or changed except by mutual agreement amended in writing by the authorized representative of each party to the Lease.

In the event of any inconsistent provisions, the Lease (excluding RFP No. 40003-10140 and the Lessee's proposal) shall take precedence, followed by the provisions of RFP No. 40003-10140, and then by the terms of the Lessee's proposal.

The Lessee shall execute a lease with the College, in a form prescribed by the College, no later than fourteen (14) calendar days of College notification to execute the lease.

COPYRIGHTS AND PATENTS

The Lessee shall indemnify and hold harmless the State, the College, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented, invention, article or appliance furnished or used in the performance of the lease agreement of which Lessee is not the patentee, assignee, or licensee.

DISPOSAL OF NON-HAZARDOUS MATERIALS

The Lessee shall at all time keep the premises free from accumulations of trash, waste materials and debris caused by its employees or its operations. Removal of all trash, waste materials and any debris generated by operations shall be disposed of in receptacles provided by the Lessee at the Lessee's expense. Disposal locations will be designated by the College.

EQUAL EMPLOYMENT OPPORTUNITY

The Lessee shall be an equal employment opportunity employer. The Lessee shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, sex, sexual orientation, age, national origin, handicap, disability, veteran status or any other factor prohibited by law.

FORCE MAJEURE

Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the Lease.

GOVERNING LAW

The Lease, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the Lease, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Lease or the validity or enforcement of the Lease.

HAZARDOUS WASTE GENERATION

In the event the Lessee produces "a hazardous waste" as defined by the Department of Natural Resources Hazardous Waste Division of the State of Louisiana, then the Lessee shall be designated as the "generator" of such waste. The liability of hazardous waste disposal shall rest with the Lessee and not the College.

INDEMNIFICATION AGREEMENT (HOLD HARMLESS)

The Lessee agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Lessee, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Lessee as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana,

all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Lessee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

INDEPENDENT LESSEE

All of the Lessee's employees furnishing or performing services under the lease agreement shall be deemed employees solely of the Lessee and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the College. The Lessee shall perform all services as an independent Lessee and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the Lessee with respect to third parties shall be binding on the College.

INSURANCE

The Lessee shall maintain, for the duration of the Lease, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Lessee, its agent(s), representatives or employees. The cost of insurance is the Lessee's responsibility. See specific requirements regarding insurance elsewhere in this RFP No. 40003-10140.

The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits during the term of the lease.

KEYS

The lessee shall be responsible for any keys issued to him. In the event of loss of any keys, the lessee shall reimburse the College in whole or in part to correct any breach of security caused thereby.

LAWS

The Lessee shall comply with all applicable laws, ordinances, and regulation of the local, state, and federal government in the performance of the Lease.

The Lessee shall be responsible for strict compliance with all applicable local, state and federal laws concerning fair employment, minimum wage and equal opportunity practices.

LIENS

The Lessee shall at all times keep the College free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment purchased) by the Lessee pursuant to the terms of the Lease. If any such lien shall at any time be filed against the College's premises in connection with the Lease and the Lessee shall fail to cause such lien to

be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, then the College may, without prejudice to any right or remedy available to the College, contact the surety or insurance company furnishing the performance and payment guarantee and demand the lien be removed or discharged (by payment or bond or otherwise). The Lessee and its surety or insurance company shall be held liable for all costs and expenses (including attorney's fees) incurred by the College in resolving said lien.

NAME

The name of the bookstore shall remain as Bossier Parish Community College Bookstore.

NOTICES

Any notice required under the Lease shall be in writing and sent by registered or certified mail to the other party. Notification to the Lessee shall be to the last known address on file with the College, unless otherwise amended in the Lease. Notification to the College shall be to Bossier Parish Community College, Director of Purchasing, Building J, 6220 East Texas Street, Bossier City, LA 71111.

OWNERSHIP OF IMPROVEMENTS

Ownership of any additions, alterations, improvements and/or construction on the College's campus funded either partially or fully by the Lessee shall become the property of the College; excluding moveable equipment that does not contain a State identification tag, unless otherwise agreed upon by the College and the Lessee.

PERMITS AND LICENSES

The Lessee shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the Lease, and the Lessee shall post or display in a prominent place such permits and/or notices as are required by law.

PERSONNEL

The Lessee agrees that, at all times, the employees of the Lessee furnishing or performing services under the Lease shall do so in a proper, workmanlike, and dignified manner.

The College reserves the right to require the Lessee to remove any employee employed under the lease when the College deems it to be in the College's best interests.

Existing permanent hourly employees in current BPCC bookstore operations are classified by Louisiana's Department of Civil Service. The basic employment conditions are determined by State Civil Service. BPCC will require that the Lessee utilize those employees in its operations under the following conditions:

1. BPCC employees (Bookstore Manager and Administrator Coordinator 3) will have the option of remaining in the present Civil Service System or transferring their employment to the Lessee. For

those classified employees electing to remain in the Civil Service System, the College will continue to provide salary and benefits for those employees and the Lessee will reimburse the College for actual cost of salary and benefits. All benefits accrued by College employees prior to the Effective Date shall be paid by the College at its sole cost and expense. The Lessee will reimburse the College for benefits which accrue and are used during the term of this Agreement. The Lessee agrees that last-earned leave will be first-used leave by the employee. The Lessee shall agree to follow the State of Louisiana Civil Service regulations concerning these employees. As civil servant positions become vacant, the Lessee will be allowed to replace such employees with its own employees. A detailed list of employees is provided in Appendix "D ". Presently there are (2) two permanent unclassified, (3) three permanent classified employees. And (1) one part-time unclassified store clerk. The lessee is encouraged to extend employment opportunities to (1) one permanent unclassified and (2) two permanent classified employee. As a result of this contract we are requesting that Lessee agree to employee the current Bookstore Manager and the current Administrator 3 Coordinator. The remaining employees will be displaced unless the Lessee decides to hire them at their own expense.

2. The Lessee will pay all labor cost and benefits for the Bookstore Manager and the Administrator Coordinator 3 utilized by the Lessee. See Appendix "D", List of Current Employees, for personnel information.
3. The College and Lessee will comply with State of Louisiana Department of Civil Service regulations concerning termination and transfer of personnel.
4. The College recognizes Council 17 of AFSCME that is affiliated with AFL-CIO Local Union 2695 as the bargaining agent for certain classes of Classified employees. There are no material differences in the conditions of employment for members and non-members of Council 17.

OTHER PERSONNEL ISSUES

1. The College will approve all management personnel prior to their assuming the management position and responsibilities.
2. The College will reserve the right to request dismissal of any managerial or hourly personnel not performing the requirements of the lease or whose conduct is offensive to the College.
3. The Lessee will employ sufficient staff to efficiently operate the Bookstore facilities and fulfill all related responsibilities.
4. Labor personnel utilized by the Lessee will be on its payroll, except as previously specified, and the Lessee will pay for all labor costs and fringe benefits, etc. The Lessee will pay management salaries and fringe benefits.
5. In the event of a Labor Union forming and resulting in lease negotiations affecting the employees of the Lessee, the College shall not be involved or impacted in any manner.

6. Managers and/or supervisors shall attend all programs relating to the supervision, discipline, benefits, or other employee related programs deemed appropriate by the College's Human Resources Office.
7. The College attempts to utilize student employees whenever possible and requests the Lessee give priority to BPCC Students, whenever possible, when employing part-time staff.

LABOR AND WAGE REQUIREMENTS, EQUAL OPPORTUNITY COMPLIANCE

Lessee agrees to comply with the provisions of the following employment regulations:

1. Title VI and VII of the Civil Rights Acts of 1964, as amended by the Equal Opportunity Act of 1972.
2. Federal Executive Order 11246.
3. Federal Rehabilitation Act of 1973 as amended.
4. Vietnam Veterans Readjustment Act of 1974.
5. Title IX of the Education Act.
6. Age Act of 1972.
7. Americans with Disabilities Act of 1990
8. Lessee agrees to NOT discriminate in its employment practices and will render service under this lease without regard to Race, Color, Religion, Sex, National Origin, Veteran Status, Political Affiliation, Disabilities or Sexual Orientation.
9. The Lessee is responsible for withholding state and federal income taxes, and unemployment insurance and shall provide Workers Compensation Insurance for their employees.
10. The Lessee will comply with all laws relating to OSHA regulations and employees such as wage and labor laws, safety and health requirements, and other applicable regulations.

PRESENCE ON COLLEGE PREMISES

The Lessee agrees that all persons working for or on behalf of the Lessee whose duties bring them upon the College's premises shall obey all College policies, police security measures and vehicle regulations that are established by the College and shall comply with the reasonable directives of its College representatives and College Police Officers.

The Lessee's employees must register their motor vehicles with the College Police Department. During the term of the registration, the employee shall be responsible for the payment of all traffic and parking fines assessed against the registered vehicle. If a charge for automobile registration is instituted at some

future date, Lessee's employees will be required to pay the registration fee. However, in the event the employee fails to pay all recorded fines prior to the termination or expiration of employment or the lease, the Lessee will then become responsible for payment of all fines assessed against the employee.

The Lessee shall be responsible for the acts of its agents and employees while on the College's premises. Accordingly, the Lessee agrees to take all necessary measures to prevent injury and loss to persons or property located on the College's premises. The Lessee will conduct appropriate criminal background checks, as determined by the College, on all individuals prior to their employment on the campus. The Lessee shall be responsible for all damages to persons or property caused by the Lessee or any of its agents or employees. The Lessee shall promptly repair, to the specifications of the College's Physical Plant Department, any damage that the Lessee, its agents or employees, may cause to the College's premises or equipment.

PUBLICITY

The Lessee shall not in any way or in any form publicize or advertise in any manner the fact that the Lessee is providing services to the College without the express written approval of the College, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Lessee from listing the College on its routine client list for matters of reference.

SAFETY/SANITATION

The Lessee, its agents and employees shall practice safe work habits, make safe use of chemicals, and handle safely equipment employed. In addition, the Lessee shall use equipment, signs, barriers, or other devices to protect persons or property, and shall avoid the usage of hazardous materials that are not essential to the performance of the Lease.

The Lessee will provide daily housekeeping, cleaning, preventive maintenance and sanitation service for facilities, necessary commercial equipment and supplies for all assigned bookstore areas. These areas shall include, but not be limited to, retail sales area, receiving and storage, trash and garbage, employee locker areas, restrooms, offices, hallways and stairs or elevators used by the Lessee.

The Lessee will be responsible for compliance with all applicable environmental regulations.

The Lessee will be responsible for all costs and maintenance of insect and pest control in all assigned areas for the bookstore. However the Lessee must follow the College's specifications for insect and pest control. Insect and pest control services are currently provided under lease with local vendors of such services.

Employees shall wear a visible name identification tag at all times while on duty. Employee dress will be neat and tidy at all times. Management shall be appropriately dressed and wear a name tag. Uniforms, if used, are the responsibility of the lessee.

The College reserves the right to periodically conduct unannounced inspections of leased facilities on the College's campus with or without notice of the successful Lessee. Consultant inspectors for all state and local authorities and from the College shall have complete cooperation from the Lessee.

The College will furnish, maintain and provide inspection of fire extinguisher equipment as directed by

the Fire Marshall. The Lessee will notify the College immediately after any fire extinguisher use or discharge. The Lessee will be billed for any recharge after use and will list the expense as a cost of doing business.

The College will provide dumpster service for trash and garbage. The Lessee will be billed accordingly for the costs of dumpster service.

SECURITY

The College shall have no responsibility for the loss, theft, mysterious disappearance of, damage to, equipment, tools, materials, supplies, and/or other personal property of the Lessee, employees or agents, or customers which may be brought or stored on the College campus.

SIGNAGE

Signage is not permitted on the exterior glass, windows or walls of the on-campus bookstore facilities without written consent of the College.

The Lessee will not place or cause to be placed or maintained on or about the premises of the bookstore facilities, including the glass or window or any door any sign and/or advertising material, decoration, lettering or other thing of any kind without obtaining the College's written approval. The Lessee will maintain any of the above approved materials in good condition and repair at all times.

STANDARD OF PERFORMANCE

The Lessee agrees to perform the lease services with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services.

SUBLEASE

The Lessee shall not sublease any portion of bookstore operations without the prior written consent of the College.

SUPERVISION

The Lessee shall provide, at all times, adequate and expert supervision for its agents and employees in the areas under the Lease.

SURRENDER OF PREMISES AND EQUIPMENT

On termination or expiration of the Lease, the Lessee shall vacate all parts of the College's premises occupied by it and shall restore the premises and equipment remaining to the College in the same condition as when originally made available to the Lessee, taking improvements made and reasonable wear and tear into consideration. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to the College.

SURVIVAL

The terms, conditions and representations contained in the Lease shall survive the termination or expiration of the Lease.

TAXES

The College shall not be liable for any taxes assessed to the Lessee, its employees or agents.

TERMINATION

If, because of reasons beyond the control of the College (e.g., fire, legislative funding), business operation in any or all of the facilities of the College are interrupted or stopped, then the College shall have the right to terminate or suspend the lease immediately by certified written notice without any penalty thereof.

In the event, either party breaches any terms or conditions of the lease agreement, the aggrieved party shall give the other party at least ten (10) calendar days written notification of the alleged breach. The aggrieved party shall set forth the alleged breach and demand compliance with the lease. Unless within ten (10) calendar days after receiving such notice, the notified party has not contested such alleged breach or such breach has ceased or the notified party has made arrangements to correct the alleged breach, then the aggrieved party may terminate the lease, without prejudice to any right or remedy the aggrieved party may have, by giving ten (10) calendar days written notice. Any lease cancellation for cause shall be served by registered or certified mail.

COLLEGE ACCESS TO FACILITIES

The College shall at all times have access to bookstore operations and be able to conduct inspections of facilities as deemed in the best interests of the College.

USE OF COLLEGE FACILITIES

The Lessee, its agents and employees shall have the right to use only the College facilities that are necessary to perform services under the lease agreement and shall have no right of access to any other facility of the College. However, by mutual agreement, other facilities or locations may be added and operated as part of this lease agreement.

UTILITIES

The College shall not be responsible for any loss or delay sustained by the interruption or failure of utilities for any cause whatsoever.

COLLEGE ADVISORY COMMITTEE

The College will establish and maintain a Bookstore Advisory Committee consisting of faculty, staff, and students. This committee, chaired by the Director of Purchasing or designee, will hold meetings as often as deemed necessary to discuss issues relating to Bookstore operations, policies, and procedures. Minutes of these meetings shall be maintained with copies and findings distributed to the Vice-Chancellor for

Business Affairs and Economic Development and College Department Heads as deemed appropriate. Recommendations of the committee will be provided to the Lessee, who will work with the Director of Purchasing or designee, in developing appropriate action plans.

INSURANCE REQUIREMENTS

Lessee shall procure and maintain for the duration of the lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Lessee, his agents, representatives, employees or sub-lessee. The cost of such insurance shall be included in the Lessee's proposal.

The Lessee, prior to commencing work, shall provide at his own expense, proof of the following insurance coverage required by the lease to the College from insurance companies authorized in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best's rating of (A-) VI or higher. This rating requirement may be waived for workers' compensation coverage only.

1. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

The insurer shall agree to waive all rights of subrogation against the College, its officers, officials, employees and volunteers for losses arising from work performed by the Lessee for the College.

2. Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."

The policies are to contain, or be endorsed to contain, that the College, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by and on behalf of the Lessee: products and completed operations of the Lessee, premises owned, occupied or used by the Lessee.

3. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.

The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this lease, and the lessee does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

4. An Umbrella Policy may be used to meet minimum requirements.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written has been given to the College.

Any deductible or self-insured retention must be declared and approved by the College. At the option of the College, either: (1) the insurer shall reduce or eliminate such deductible or self-insured retention as respects the College, its officers, officials, employees and volunteers; or (2) the Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

PERTINENT COLLEGE INFORMATION

Information

See Appendix A.	<u>Campus Population</u>
See Appendix B.	<u>Current Hours of Operation</u>
See Appendix C.	<u>Gross Revenues by Fiscal Year</u>
See Appendix D.	<u>Current Employees</u>
See Appendix E.	<u>Floor Plan of Building F that houses Current Bookstore</u>

Facilities

1. The College will maintain the physical structures outlined within this document, including infrastructure commonly included within the lease of commercial property.
2. Lessee shall be responsible for all utilities. The lessee will reimburse the College actual costs for utility services provided. In the absence of meters, the Lessee will reimburse the College on a square foot basis equal to the square foot costs calculated for Building F.
3. Lessee shall be responsible for acquiring and paying for telephone service for the operation of their business.

Equipment

1. Lessee and College, within 10 working days following the consummation of the lease document, shall conduct an inventory of all College bookstore equipment. Lessee shall advise College within five working days following the taking of the inventory as to what equipment items Lessee wishes to utilize in the bookstore operation.
2. Lessee shall assume responsibility for the maintenance of all College equipment, movable and fixed, while in service to the lessee. At such time as equipment is deemed obsolete or not financially feasible to repair, lessee shall replace equipment at his expense. Ownership of equipment purchased by lessee shall remain with the lessee during the duration of the lease and revert to the College at the end of the lease. Lessee is expected to become familiar with and operate under State regulations and College policies and procedures for removal and disposal of State owned serial numbered and other property.
3. All computers used by the Lessee in the bookstore operation are the responsibility of the Lessee. The Lessee will be responsible for any upgrades, etc. necessary to maintain College network connections or continued compatibility with the College's network.
4. Vehicles are not included within this agreement.
5. College retains ownership to any equipment within the campus bookstore operation that was paid for with College funds. College equipment may not be moved from the facility without prior written permission of the Property Control Manager of the College.

6. Surplus, obsolete or non-operational College equipment shall be requested by Lessee for College disposition in accordance with College and state regulations.

Facilities Decor and Design

The College desires a bookstore operation provider capable of providing high quality customer service, in an attractive, modern, customer friendly physical environment. The physical design and decor of both the interior and exterior of all bookstore facilities operated on the College's campus by the Lessee must complement and maintain the physical and visual integrity of the individual buildings as well as the entire campus. Any and all designs and/or decor plans or alterations must be approved by the College prior to implementation. The Lessee's operations on the College's campus must not detract in any way from the College's appearance, integrity and mission.

Furniture and Fixtures

The Lessee may also utilize furniture and fixtures belonging to the College, subject to College approval. All furniture and fixtures must be handled in accordance with the same provisions for maintenance, disposal and/or replacement as outlined in the equipment section. The College reserves the right to remove any items it considers to be inappropriate.

Existing Bookstore Inventory

The Lessee shall purchase all saleable merchandise, credits, accounts receivable, and operating supplies in the Bookstore as of the identified day of transition, subject to the following conditions:

A joint physical inventory, to be scheduled by the College, with an audit trail by item is to be taken under the supervision of representatives designated by the College and the Lessee. Until a complete verification has been made, the Bookstore will remain closed. No merchandise will be received into the Bookstore or taken from the Bookstore during this inventory period to ensure there exists a clean cutoff. Saleable merchandise on hand, or accounted for in transit, is to be purchased by the Lessee as follows:

1. Textbooks: All new textbooks on hand at the time of inventory intended for future use are to be purchased at invoice cost. Other textbooks are to be purchased at fair market prices.
2. All used textbooks on hand at the time of inventory are to be purchased at list price less 50%, or at actual cost if the discount exceeds 50%.
3. Trade books, paperbacks, technical and reference books: All such books in clean saleable condition are to be purchased at invoice cost.
4. School Supplies: (All items that are not books such as calculators, writing instruments, paper, etc.). All supplies in clean saleable condition are to be purchased at cost or the current market value, whichever is lower. Supplies not meeting this requirement are to be purchased by the Lessee at a price mutually agreed upon by the College and the Lessee.
5. Outstanding Credits: The College desires to sell the Lessee all unused Bookstore credits and accounts receivable at full value. Lessees are to indicate acceptance of credit and receivable

purchases or offer alternate options in the proposal. Such payment is to be based upon an inventory of receivables and credits that are no older than twelve months as of the time of transition.

6. Payment: Full payment for all inventories is to be made by the Lessee to the College not later than thirty (30) calendar days after completion of the inventory.

Responsibility for College Owned Equipment, Furniture and/or Fixtures

Any equipment, furniture and/or fixtures in use by Lessee shall be the responsibility of the Lessee. Any items lost, stolen, or damaged shall be replaced at the Lessee's expense with ownership retained by College.

Responsibilities of the College

1. The College will provide keys to the leased facilities as deemed necessary by the Lessee and will maintain current lock systems. Lessee shall adhere to College key and lock policy.
2. The College will provide the Lessee with a yearly academic calendar on or before July 1st each academic year or upon request.
3. The College will provide the Lessee with protection and security services currently available on campus, such as night patrol, door check, security consulting, call response, and law enforcement. However, the College makes no warranty nor does it assume responsibility for any losses sustained.
4. The College will provide the Bookstore, with utilities. The Lessee will reimburse the College on a square foot basis equal to the square foot costs calculated for Building F.
5. The College will provide the Lessee with general maintenance and repair of the facility and its major components including roof, plumbing, electrical, air conditioning and heating within the abilities of the College's maintenance department.

Responsibilities of the Lessee

1. The Lessee is responsible for janitorial services to assure a clean, well groomed appearance of the leased premises. Lessee will comply with all Board of Health standards.
2. All personnel of the Lessee must observe all College regulations to include, but not limited to, personal conduct, appearance, vehicle registration, traffic, and parking.
3. The Lessee is responsible for securing a Certificate of Authority pursuant to L.S.A.-R.S. 12:301 from the Secretary of the State of Louisiana.
4. The Lessee shall not serve any alcoholic beverages on campus.
5. The Lessee shall be responsible for all maintenance not identified as part of infrastructure.

Accounting

The College expects the Lessee to implement sound accounting principles and practices in the daily operation of the lease agreement.

1. The Lessee will establish and maintain adequate internal controls.
2. The Lessee will provide the College financial statements audited by a Certified Public Accountant.
3. The College reserves the right to audit the Lessee's books and records and obtain other desired information pertaining to the lease.
4. The Lessee will provide the College with a Quarterly Financial Statement. Format of this report shall be agreed upon prior to the end of the first quarter.
5. The Lessee shall make the lease payment to the College on a quarterly basis as follows:
 - a. The Lessee shall provide with each payment a detailed report indicating total sales by sales category and gross dollar sales.
 - b. Payment shall be on or before July 15, October 15, January 15, and April 15 of each fiscal year. Note that the College operates on a July 1 - June 30 fiscal year.
 - c. Lease payment shall be by check and shall be made payable to Bossier Parish Community College. Checks must be mailed certified mail to:

Bossier Parish Community College, Business Office, 6220 East Texas Street, Bossier City, LA 71111.

PROPOSAL FORMAT AND SCORING VALUES

Proposal Format

Lessee's responses to this RFP shall follow the order as listed under sections and relative subsections identified below. Failure to follow this order will result in deductions from the overall rating process. Proposers should address **ALL** topics listed in a concise, comprehensive, and orderly manner. Proposers shall prepare proposals in a manner that provides the evaluator necessary information readily and available and easy to locate.

Scoring Values

1. The Proposer (0-60 points)
 - a. Credentials and Qualifications
 - b. References
2. Bookstore Operations (0- 100 points)
 - a. Retail Operation-specific to BPCC
 - b. Management Personnel
 - c. Marketing
 - d. Quality Assurance
3. Financial Commitments (0-175 points)
 - a. Annual Guarantee or Percentage
 - b. Capital Outlay
 - c. Other Financial
 - d. Support of Academic Mission
4. Proposal Format (0-15 points)
 - a. Organization
 - b. Ease of Data Retrieval

PROPOSAL

The Proposer

a. Credentials and Qualifications

Proposers shall provide appropriate evidence of their financial qualifications and credentials. Audited financial statements for a minimum of the two most recent years shall be provided. The College will accept proposals from only those companies who have a proven record of successful management with bookstores in higher education institutions. In addition, the firm shall demonstrate that it has the financial ability to meet the minimum annual lease requirement, and meet the annual capital improvement and infrastructure commitments submitted in response to this Request for Proposal.

b. References

Proposers shall, in order to qualify for consideration shall list at least one (1) on-campus university/and or college bookstore managed by Proposer and list any institution(s) that have canceled a lease within the past five years for cause with the proposer excluding leases due to scheduled expiration.

Included with all of the above listings shall be the name of the institution (public institutions preferred), address, years of service, contact person and phone number.

2. Bookstore Operations

a. Customer Policies and Procedures

The Lessee shall post conspicuously and without equivocation store policies concerning refunds, buy backs, exchanges, check cashing, special orders, and other useful information. The Lessee shall prepare and distribute a brochure that contains those policies. Any postings or handouts must be approved by the College's Department of Public Relations prior to release.

b. Bookstore Operating Schedule

The Lessee will be required to operate the bookstore on a twelve-month basis, taking into account the College's academic calendar.

The Lessee shall confer with the College to establish store hours which adequately service day, evening, and weekend customers. Extended hours of operations will be expected during late registration, during the first two weeks of each full term and the first week of each summer term. Some open hours will be required for the advancement and promotion of the College without regard to the volume of business (e.g., basketball games, homecoming, freshman pre-registration, book buy back during finals week, etc.). The Bookstore shall sell merchandise at certain campus locations outside the Bookstore if requested by the College.

Discuss how the hours of operation will be established. If possible, identify a tentative schedule or the estimated number of hours per week that the Bookstore will be open for business.

3. Procurement, Delivery, and Storage Specifications

- a. The Proposer shall, in sufficient quantity, stock, display, and sell all required, recommended and suggested course materials and other educational supplies and materials used by students or faculty in pursuing their courses. The proposer shall purchase books, supplies, and other merchandise for resale to the College community and general public, making all reasonable efforts to meet delivery schedules for textbooks and instructional supplies each semester, in accordance with the following terms, conditions, and specifications.
 1. The Proposer shall purchase merchandise and sign leases only in its own name; at its own expense and on its own sole credit and not in any way attempt to bind the College in these contractual agreements; and shall promptly make full payment thereon, in accordance with the terms of purchase.
 2. The Proposer shall manage procurement of required book and required supply items for each semester in accordance with the following:
 - i) The proposer shall prepare, in a form acceptable to the College, and distribute to faculty members and department designees, requisitions for required and recommended textbooks and other educational materials.
 - ii) The College will exert its best effort to see that the faculty and authorized department designees meet the requisition submission schedule for each semester.
 - iii) Subject to the above requisition submission schedule being met, the Proposer shall be responsible for meeting the textbook availability schedule for books and materials. Although the Proposer will not be held responsible for requisitioned books or other materials not being available for resale to students when the faculty member or department designee fails to meet the requisition submission schedule, the Proposer shall make every effort to meet the textbook availability schedule for such books or other materials. If quantities requisitioned are insufficient to meet the needs, the Proposer shall make every reasonable effort to meet the schedule requirements with additional orders.
 - iiii) The Proposer shall provide timely reports to faculty members of the status of the orders of course materials.
 - iv) The Proposer must accommodate any modifications in schedule resulting from, authorized changes in the College calendar and in the schedule of classes.

3. The Proposer may offer for sale such speculative merchandise as books, soft goods, school supplies, stationery, greeting cards, college jewelry and gift items, imprinted sporting goods, and other items generally sold in College and University bookstores. The College reserves the right to reject any item.
4. The Proposer shall purchase used textbooks from students based on a schedule that is agreeable to the College, and in accordance with the following:
 - i) If the book is to be used by the College course(s) the following academic term, the buyback amount for a book in saleable condition must be at least 50% of the retail price of a new book originally sold new, and at least 50% of the used price if originally sold used.
 - ii) The Proposer shall purchase used textbooks from students, with the price paid for these textbooks based on adoption information, inventory status, item condition, and consistent with the wholesale market when the textbook has not been adopted for the following term.
5. Delivery of merchandise to and from the bookstore locations will be at the Proposer's risk and expense.
6. Storage of merchandise will be in the areas allocated for the Bookstore, or such other premises as Proposer chooses to use, and will be at the Proposer's sole expense and risk.
7. The Proposer shall post, conspicuously, Bookstore policies concerning refunds, buy-backs, exchanges, discounts, which shall be agreed upon by the Bookstore and the College. Said policies must be at least as liberal as the following:
 - i) New textbooks must be in new condition. Textbooks of defective manufacture will be given full refund. New textbooks may be returned for full refund during the first two (2) weeks of each semester, with valid sales receipt.
 - ii) Refunds will be made for used textbooks under the same policy as new textbooks. The full refund will be based on the price paid for the used textbook.
 - iii) Supplies and merchandise purchased from the Bookstore may be returned in an unused condition within thirty (30) working days of purchase for a full refund only with a valid sales receipt.

iv) All merchandise must be returned in saleable condition.

8. The Lessee shall adhere to the following pricing specifications:

- i) All new textbooks, paperback books and trade books shall be priced and sold at no higher than the publisher list price, or up to a twenty-five percent (25%) margin, whichever is less.
- ii) Used textbooks in saleable condition shall be priced and sold at no more than 75% of the current new list price.
- iii) All other merchandise shall be sold at no more than manufacturer's suggested retail price or at a price that will accommodate a customary gross profit margin if suggested retail price is not offered.
- iiii) The Proposer shall offer to the College faculty and staff a discount of at least ten percent (10%) on sale of goods and merchandise.

b. Personal Check, Credit Card and Time Payment Sales

Describe policies affecting purchases using personal checks, credit cards. Identify the types of credit cards which will be authorized.

c. Theft and Shoplifting Policy

State the policy regarding the prosecution of persons for theft or shoplifting. Identify electronic or video systems that may be used.

d. Merchandising

The College reserves the right to recommend merchandise to be sold in the Bookstore and to require the removal of merchandise for sale in the Bookstore which the College considers offensive or inappropriate.

e. Transition Plan

Provide a detailed transition plan, with target and event dates for an assumed takeover of the Bookstore operation. Plans will be subject to approval by the College.

f. Charges by Students, Faculty, Staff or General Community

Charge accounts are not currently allowed to either students or faculty. Discuss whether charge accounts will be offered to students, faculty, etc. Discuss the process that customers would use to charge Bookstore merchandise on an individual account.

Should the Lessee elect to allow charge accounts to either students or staff, the College will not become a collection agent for the purpose of collecting amounts due.

g. Computerization

Lessee shall describe which, if any, Bookstore operations will be computerized or automated. For each area to be computerized or automated, Lessee is to provide a brief description of what the computer system will do and when it would be implemented. Lessee is to indicate if it plans to link its computer systems with the computer systems of the College. If so, indicate when and what functionality this networking system will provide. Lessee shall indicate whether this system will be linked with any other Lessee Bookstore operations, and if so, where and when. Lessee is to indicate what type of backup system or procedures are to be provided. Lessee will be responsible for any cost for computer operation and linkage to College computer system. Lessee will provide necessary link to the College web site. This link and resulting website, design of which will be approved by the College, will provide for online shopping and ordering of textbooks and some other items carried in the Bookstore.

h. Marketing

Each Proposer should provide a detailed marketing plan for the first one hundred (100) days.

i. Program Quality

Employees shall wear appropriate attire that exhibits a "professional" look to the services being performed.

1. Employees shall, at all times, exhibit a warm, courteous and helpful attitude toward customers and visitors of the bookstore.
2. Safety programs and measures which assure the well being of the employees, management, and staff of the bookstore shall be in place at all times. At a minimum, safety programs instituted by the College must be followed.
3. Management shall at all times be accessible to customers to address any challenge or concern, which might be presented.
4. Management shall be visible during peak periods of bookstore operations and readily identified in order to meet the needs and demands of their customers.
5. An approved "Customers Bill of Rights" shall be developed within 60 days of the signing of a lease document and shall be posted conspicuously in all bookstore facilities and included in all promotional materials.
6. Promotional materials including signage shall always be of excellent quality.

Materials which will be mailed or distributed off-campus shall be approved by the College prior to production and distribution.

7. The Lessee's and College's representatives shall develop a process whereas both parties will monitor all quality practices on a continual basis.
 8. All costs associated with the above items or other quality measures instituted shall be the sole responsibility of the Lessee.
- j. Other Considerations:
1. Lessee shall manage and operate the bookstore for the sole purpose of providing bookstore services for the College, except as hereinafter expressly provided.
 2. Lessee may stock food and other items not normally sold in a college bookstore upon prior approval of the College. The College has an exclusive beverage and vending lease and the Lessee must adhere to the terms of those leases.
 3. Lessee shall provide additional staff and additional cash registers or point of sale equipment in such sufficient numbers necessary in order to minimize customer traffic flow problems and maximize customer convenience during rush hours. The College shall reserve the right of final determination as whether the Lessee's actions are sufficient, while concurrently taking into consideration the space limitations within the existing College bookstore.
 4. Lessee will be required to develop a website for use by students, the College community, and Alumni Association members which will permit the purchase of textbooks, clothing, supplies, and other items from the bookstore.
 5. Lessee shall have the exclusive rights to operate the full service College bookstore located on campus, offering all goods and services normally found in College bookstores, and any additional services be required by the College during the term of the lease.

4. Financial Commitments

a. Annual Lease

Proposers are asked to offer an annual lease payment to the College.

b. Annual Commissions

Lessee shall indicate the percentage of gross revenues on the bookstore operations which the lessee offers to pay the College for the use of its facilities.

c. Capital Outlay

The College expects a capital investment commitment by the successful lessee commensurate with the anticipated return over the term of this lease agreement.

d. Other Financial

The College and lessee shall negotiate any additional charges and/or revenues, such as access charges to the college's accounting and computing systems, telephone, insurance, dept. service, administration fees, maintenance, etc., prior to consummation of lease, as well as certain operating costs involved with bookstore operations.

Lessee will include within this section any other financial commitments being proposed as compensation to the College which are not listed in the previous sections of this document.

e. Support of Academic Mission

Bossier Parish Community College desires a positive business partner relationship with all companies who provide products and/or services to the BPCC "family."

The College welcomes any offering by business partners that may enhance the academic mission of the institution or the educational experience of her students. This might include internships exclusive of those offered in the day to day operations of the College's bookstore, employment opportunities, scholarships, speakers, artistic contributions, and other "non-cash" commitments.

f. Taxes

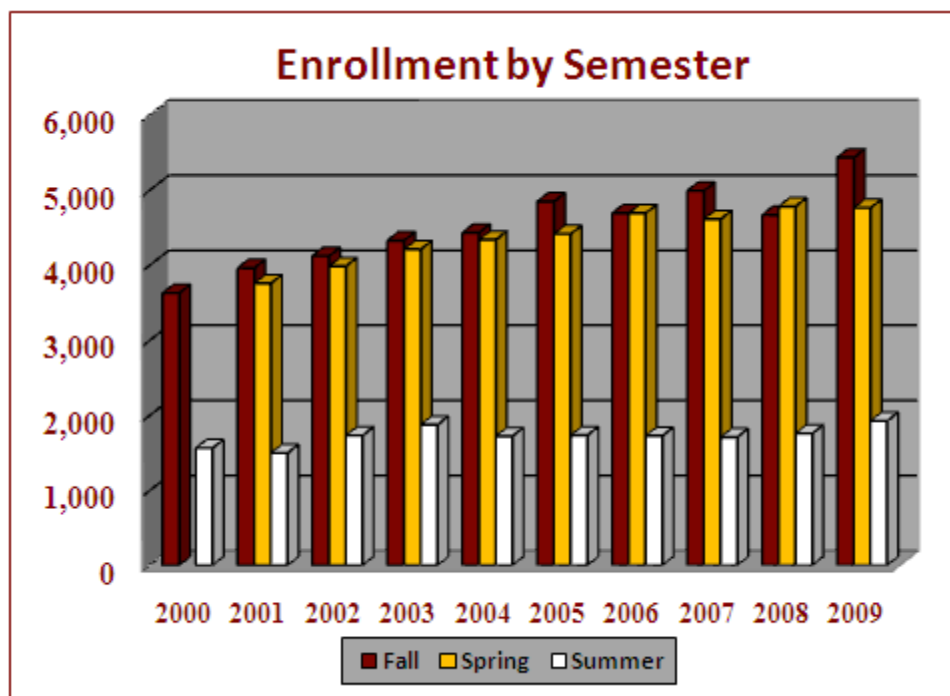
The Lessee will be responsible for all taxes, fees, etc., associated with its operation.

APPENDIX

APPENDIX A

	2009	2008	2007	2006	2005	2004	2003	2002	2001
Fall	5,430	4,665	4,986	4,688	4,845	4,429	4,324	4,119	3,957
Spring	4,759	4,778	4,609	4,689	4,412	4,334	4,207	3,981	3,754
Summer	1,922	1,755	1,706	1,724	1,731	1,718	1,871	1,727	1,494

Spring 2010 Enrollment is 5647



Fall 2007 – 109 Faculty; 219 Staff
 Spring 2008 – 112 Faculty; 225 Staff
 Summer 2008 – 106 Faculty; 17 Staff
 Fall 2008 – 115 Faculty; 228 Staff
 Spring 2009 – 116 Faculty; 229 Staff
 Summer 2009 – 111 Faculty; 226 Staff

Fall 2009 – 114 Faculty; 216 Staff
 Spring 2010 – 114 Faculty; 216 Staff

BPCC BOOKSTORE OPERATIONS RFP No. 40003-10140

HOURS OF OPERATION

February 2010

UNIT	DAILY	SATURDAY	SUNDAY
BOOKSTORE	7:30 a.m. -6:30 p.m. Monday – Thursday 7:30 a.m. -4:30 p.m. Friday	CLOSED	CLOSED

BPCC BOOKSTORE OPERATIONS RFP No. 40003-10140

GROSS REVENUE BY FISCAL YEAR

<u>Fiscal Year</u>	<u>Gross Revenues</u>
2007-2008	1,823,959
2008-2009	1,829,662
2009-2010 (to date)	2,119,879

BPCC BOOKSTORE OPERATIONS RFP No. 40003-10140

LIST OF CURRENT EMPLOYEES

<u>NAME</u>	<u>JOB TITLE</u>	<u>ANNUAL RATE</u>
<u>Unclassified:</u>		
Steadman, JaVonna	Bookstore Manager	\$45,110
Paddy, Christy	Assistant Manager	\$41,616
<u>Classified</u>		
		<u>HOURLY RATE</u>
Burcham, Holly	Administrative Coordinator 2	\$10.02
McKenzie, Glenda	Administrative Coordinator 3	\$17.86
Wilkinson, Vera	Administrative Coordinator 2	\$12.63
<u>Part Time</u>		
Rader, Hope	Unclassified Store Clerk	\$10.00

**BPCC desires to carry forward under the lease the Bookstore Manager and the Administrative Coordinator 3. The other positions will be eliminated.

DATE: 02/27/10
DRAWN: A2.01

PROJECT: BOSSIER PARISH COMMUNITY COLLEGE
SHEET NO. 0129

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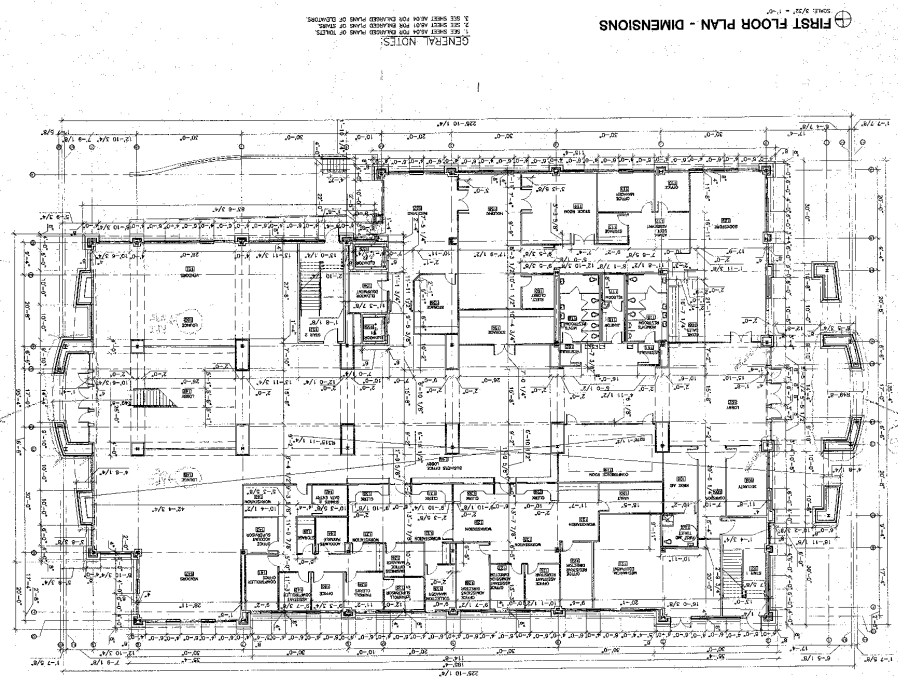
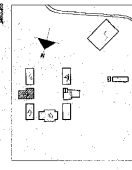
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GENERAL NOTES:
1. SEE SHEET 0128 FOR DIMENSIONS OF BUILDING.
2. SEE SHEET 0129 FOR DIMENSIONS OF BUILDING.
3. SEE SHEET 0130 FOR DIMENSIONS OF BUILDING.

FIRST FLOOR PLAN - DIMENSIONS

Total Square Footage of Bookstore is 3150 square feet

**BOSSIER PARISH COMMUNITY COLLEGE
TO LEASE FACILITIES FOR OPERATIONS OF COLLEGE BOOKSTORE**

PROPOSAL RESPONSE FORM

Proposer Name: _____
Mail Address: _____
Street Address: _____
Telephone No.: _____
Fax No.: _____
Email Address: _____

SCOPE OF LEASE: Lease Bookstore Facilities for the Operation of the College Bookstore

INITIAL LEASE TERM: April 16, 2010 or shortly thereafter, to June 30, 2019

ADDENDA: I/we do hereby acknowledge receipt of the following addenda (if any):

No. _____ Dated _____ No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____

PROPOSAL GUARANTEE:

Attached is _____ proposal bond No. _____ in the amount of \$25,000 * or * a certified check or cashier's check payable to BPCC in the amount of \$25,000.

PERFORMANCE AND PAYMENT BOND:

Proposer to list the name, address (street/city/state/zip) & telephone number of the Louisiana licensed surety that shall be used to furnish the required bond if selected as the Lessee:

Surety: _____
Address: _____
Agent Company: _____
Telephone: _____

SIGNATURE CONSTITUTES ACCEPTANCE: Signature to this proposal form shall be construed as acceptance of RFP No. 40003-10140 in its entirety.

AUTHORIZED OFFICER: _____
(Signature) (Print or Type Name)

TITLE: _____ Date: _____

NOTE: If the Proposer is a corporation, the individual signing this Proposal Response Form shall provide, and be included with the Proposal, legal evidence of his/her authority to sign on behalf of the corporation.

PROPOSAL RESPONSE FORM CONTINUED

This form is to be completed in its entirety and submitted with the response form(s). Failure to complete or return the form with the other response form(s) may cause rejection of the response without further consideration.

INSURANCE COVERAGE TO BE PROVIDED BY PROPOSER

Proposer to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to provide the required minimum levels of insurance coverage if selection the successful Proposer.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY STATUTORY MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level [] B, C, D, E, F, Level

Check Best Financial Size Category Rating:[] VI or Greater; [] V or Less

If Not A.M. Best Rate - State Type of Insurer: _____

Agent Company:_____ Telephone No. _____

COMMERCIAL GENERAL LIABILITY\$2,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level [] B, C, D, E, F, Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

Agent Company:_____ Telephone No. _____

AUTOMOBILE LIABILITY\$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level [] B, C, D, E, F, Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

Agent Company: _____

Telephone No. _____

PROPOSAL RESPONSE FORM CONCLUDED

STATE OF LOUISIANA
PARISH OF BOSSIER

Lease NO. _____

SAMPLE LEASE

BE IT KNOWN, that Bossier Parish Community College (hereinafter sometimes referred to as "Lessor") and (_____ [Lessee's name and legal address]) (hereinafter sometimes referred to as "Lessee") do hereby enter into lease under the following terms and conditions:

1.

This Lease, and any properly executed amendment thereto, Request For Proposal (RFP) No. _____, and the Proposer's response shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

In the event of any inconsistent provisions, the Lease (excluding RFP No. _____ and Lessee's proposal) shall take precedence, followed by the provisions of the RFP and then by the terms of the Lessee's proposal.

2.

The Lessee shall make the guaranteed lease payment to the College quarterly as follows: (a) The Lessee shall provide with each lease payment a detailed report indicating total sales by sales category, (b) Lease payments shall be by check and shall be made payable to Bossier Parish Community College, (c) Lease rental checks shall be received by the Lessor by the 15th day of each month for the preceding lease rental period, and (d) The guaranteed minimum payment is to be in accordance with the annual guarantee. Reconciliation of the annual guaranteed minimum to take place at the end of the fourth quarter.

3.

Upon completion or termination of this lease, all capital improvements made to facilities become the property of the Lessor and title shall pass free and clear of any obligations.

4.

It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of auditing all accounts of the Lessee which relate solely to this lease.

5.

This lease may be terminated by either party as in accordance with termination provisions outlined in Request for Proposal No. 40003-10140.

6.

Any conflicts or controversies that may arise from the operations of this lease shall be resolved in accordance with L.S.A.-R.S. 1524-1526.

7.

This lease shall commence on the _____ day of _____ in the year 2010, and shall terminate on the _____ day of _____ in the year 2019.

THUS DONE AND SIGNED at Bossier City, Louisiana, on the day, month and year as dated by the Lessor hereinafter.

_____ Lessee Name	<u>Bossier Parish Community College</u> Lessor Name
_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date
_____ NOTARY PUBLIC	_____ NOTARY PUBLIC
_____ COUNTY, _____	BOSSIER PARISH, LOUISIANA

The Successful Proposer shall be required
To execute the below Indemnification Agreement as part of RFP No. 40003-10140
Requirements.

INDEMNIFICATION AGREEMENT

The LESSEE agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of LESSEE, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by LESSEE as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commission, its agents, representatives, and/or employees.

LESSEE agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by

Company Name

Signature

Title

Date Accepted

Is Certificate of Insurance Attached? ☐ Yes ☐ No

Lease No. _____ For _____

State Agency Name

PURPOSE OF LEASE: TO LEASE BOOKSTORE FACILITIES FOR THE OPERATION OF THE COLLEGE BOOKSTORE ON THE COLLEGE CAMPUS LOCATED AT 6220 EAST TEXAS STREET, BOSSIER CITY, and LOUISIANA.

